



## CITY OF BURLINGTON

Administration Department  
300 N. Pine Street, Burlington, WI, 53105  
(262) 342-1161 - (262) 763-3474 fax  
[www.burlington-wi.gov](http://www.burlington-wi.gov)

### AGENDA COMMITTEE OF THE WHOLE

Tuesday, June 5, 2018  
6:30 p.m.

Common Council Chambers, 224 East Jefferson Street

#### Student

#### Representatives:

Gabriel King,  
Burlington High School  
Jack Schoepke,  
Burlington High School

Mayor Jeannie Hefty  
Susan Kott, Alderman, 1st District  
Theresa Meyer, Alderman, 1st District  
Bob Grandi, Alderman, 2nd District  
Ryan Heft, Alderman, 2nd District  
Steve Rauch, Alderman, 3rd District  
Jon Schultz, Council President, Alderman, 3rd District  
Thomas Preusker, Alderman, 4th District  
Todd Bauman, Alderman, 4th District

*\*Chief Anderson will be swearing-in three new officers prior to the 6:30 Committee of the Whole meeting. Please arrive no later than 6:20 to welcome new officers Cortnie Schattner, Drew Felton, and Nick Neumuth to the Burlington Police Department.*

1. **Call to Order - Roll Call**
2. **Citizen Comments**
3. **Approval of Minutes** (S. Kott)
  - A. Approval of the May 15, 2018 Committee of the Whole Minutes.
4. **PRESENTATION:**
  - A. Presentation by Jenny Trick, Executive Director of Racine County Economic Development Corporation (RCEDC) regarding the economic development strategic initiatives from the City's 2015 Strategic Plan. The presentation also outlines possible financial incentives.
5. **DISCUSSIONS**
  - A. Discussion regarding Tax Incremental District (TID) 101 by Ehlers, Inc.
7. **RESOLUTIONS:** There are none.
8. **ORDINANCES:** There are none.

9. **MOTIONS:**

- A. **Motion 18-899** to consider approving a Certificate of Appropriateness in the Historic Preservation Overlay District for 572 N. Pine Street.
- B. **Motion 18-900** - to approve an Agreement with Wisconsin Central Ltd for improvements to Calumet Street and various rail road crossings.
- C. **Motion 18-901** - to consider approving a Airport Hangar Lease with Bill Wagner and Jeff Milne for property located 1380 Mike Taxiway at the Burlington Municipal Airport.

10. **ADJOURNMENT** (*B. Grandi*)

*Note: If you are disabled and have accessibility needs or need information interpreted for you, please call the City Clerk's Office at 262-342-1161 at least 24 hours prior to the meeting.*



## COMMITTEE OF THE WHOLE

## ITEM NUMBER 3A

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**DATE:** June 5, 2018

**SUBJECT:** Committee of the Whole Minutes for May 15, 2018

**SUBMITTED BY:** Diahnn Halbach, City Clerk

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### **BACKGROUND/HISTORY:**

The attached minutes are from the May 15, 2018 Committee of the Whole meeting.

### **BUDGET/FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

Staff recommends approval of the attached minutes from the May 15, 2018 Committee of the Whole meeting.

### **TIMING/IMPLEMENTATION:**

This item is scheduled for final consideration at the June 5, 2018 Common Council meeting.

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### **Attachments**

COW Minutes

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**CITY OF BURLINGTON**  
**Committee of the Whole Minutes**  
**Jeannie Hefty, Mayor**  
**Diahnn Halbach, City Clerk**  
**Tuesday, May 15, 2018**

1. **Call to Order - Roll Call**

Present: Mayor Jeannie Hefty; Alderman Susan Kott; Alderman Theresa Meyer; Alderman Bob Grandi; Alderman Ryan Heft; Alderman Steve Rauch; Alderman Tom Preusker; Alderman Jon Schultz; Alderman Todd Bauman; Student representative Gabriel King; Student representative Jack Schoepke

Also City Administrator Carina Walters; City Attorney John Bjelajac; Finance Director Steve  
Present: DeQuaker; Director of Administrative Services Megan Watkins; Police Chief Mark Anderson; Fire Chief Alan Babe; Building Inspector Gregory Guidry; DPW Director Peter Riggs

2. **Recognition of Service**

Mayor Hefty recognized Jim Scherrer on behalf of Scherrer Constructions for 90 years of business in the Burlington community and also Tom Stelling for his dedicated service to the community for 18 years.

3. **Citizen Comments**

Tom Vos, 124 Kings Court, commented about his disappointment with the Council for not voting in favor the Senior Center Lease Agreement.

4. **Approval of Minutes**

A. Approval of the May 1, 2018 Committee of the Whole meeting minutes.

A motion was made by Alderman Bob Grandi, seconded by Alderman Steve Rauch

**Vote: 8 - 0**

5. **PRESENTATIONS:**

A. A presentation regarding the Canadian National Siding Extension.

Peter Riggs gave a brief background history regarding the CN siding extension project, then introduced Don Grabowski from Knight Engineering and Jackie Macewicz, CN Manager of Public Works. Grabowski and Macewicz explained the proposed project in further detail stating that this project would not increase the number of trains going through Burlington, but would make it more efficient and reduce the blocking of intersections. Grabowski also stated that there would still be access on Calumet Street for entry to the dog park and that the project includes closure of the Robert Street crossing, connecting Calumet Street with Bridge Street, and relocating utilities. Grabowski

further stated that the project will not cost city taxpayers any money.

6. **RESOLUTIONS:**

A. **Resolution 4905(7)** - to approve Outdoor Grant Applications.

Peter Riggs explained that grants are available through the Comprehensive Outdoor Recreation Plan (CORP) for improvements to parks and would like to apply for these grants in order to replace the Riverside Park pavilion and create a canoe and kayak launch at Riverside Park. Riggs further stated that the grant, if awarded, would fund up to 50% of the projects eligible costs.

B. **Resolution 4906(8)** - to consider approving an Extraterritorial Zoning Certified Survey Map for property located at 30561 Bushnell Road.

Gregory Guidry explained that this is a standard approval of ETZ CSM due to the property being located within 1.5 miles of the City's boundaries.

7. **ORDINANCES:**

A. **Ordinance 2036(2)** - to create a new Section 254-2.1 of the Municipal Code regarding "Mobile Food Vendors".

Megan Watkins explained that this is a preliminary ordinance to be reviewed and revised and was proactively created because of the increased popularity among food trucks in municipalities. Several business owners voiced their disapproval of permanent food truck vendors in the downtown district as they do not pay taxes nor carry the expenses of having a brick and mortar business. Don Golon, owner of Flippy's, suggested not allowing food trucks in the downtown area except as part of a special event and suggested food trucks be only allowed in the industrial and business parks.

8. **MOTIONS:** There are none.

9. **ADJOURNMENT**

A motion was made by Alderman Jon Schultz, seconded by Alderman Todd Bauman to adjourn the meeting at 7:33 p.m.

**Vote:** 8 - 0

Minutes respectfully submitted by:

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Diahnn C. Halbach  
City Clerk  
City of Burlington



## COMMITTEE OF THE WHOLE

## ITEM NUMBER 5A

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**DATE:** June 5, 2018

**SUBJECT:** **DISCUSSION** - regarding Tax Incremental District (TID) 101 by Ehlers, Inc.

**SUBMITTED BY:** Carina Walters, City Administrator

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**BACKGROUND/HISTORY:**

Presentation by Jon Cameron of Ehlers, Inc. to outline what a Tax Incremental District (TID) is and how the TID can create economic development.

**BUDGET/FISCAL IMPACT:**

For discussion only.

**RECOMMENDATION:**

For discussion only.

**TIMING/IMPLEMENTATION:**

This item is for discussion at the June 5, 2018 Committee of the Whole meeting.

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**Attachments**

Presentation

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**EHLERS**  
LEADERS IN PUBLIC FINANCE

# Tax Increment Financing (“TIF”) Basics TIF 101

Jon Cameron, Municipal Advisor



# What is Tax Increment Financing?

- Economic development tool used in Wisconsin and many other states
- Allows cities to capture incremental ***property tax revenue*** from ***growth*** in defined area and use that revenue to ***benefit*** that area
- Key acronyms:
  - TIF = Tax Increment Financing (the tool)
  - TID = Tax Increment District (where the tool is used - boundary)



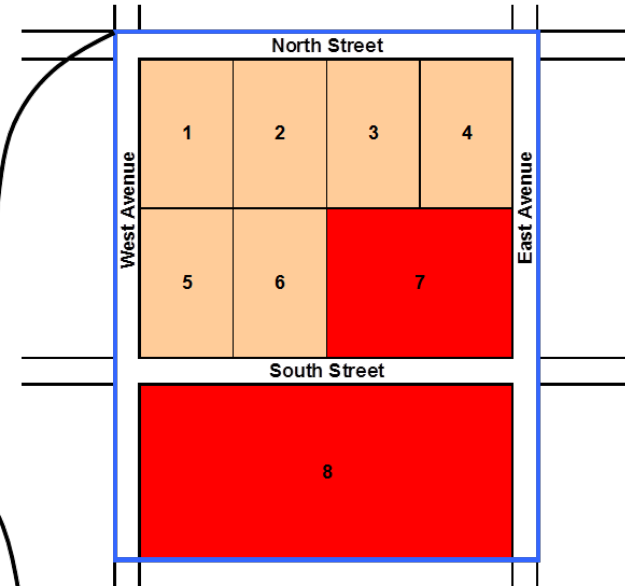
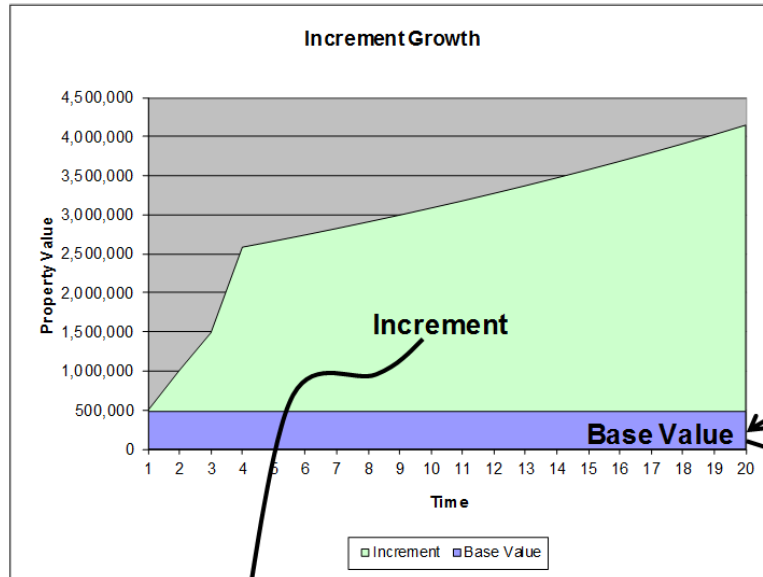


# TIF in Wisconsin

- Since 1976 has been THE most powerful economic development tool available to local government
- Intent:
  - Promote economic development and redevelopment
  - Address lack of other incentives and financial resources
  - Promote cooperation between public and private sectors
  - Counteract economic downturn (mid 70's recession)



# How Does TIF Work?



	Mill Rate
TID	20.00
Total	20.00



The TID receives taxes on the increment value at the combined rate of all taxing entities

	Mill Rate
Local	6.50
County	4.00
School	7.50
VTAE	2.00
Total	20.00



All taxing jurisdictions continue to receive their share of the tax levy on the base value of the TID



# The “But For” Test

- Key underpinning of the TIF program is referred to as the “but for” test
- “But for” the use of TIF, the proposed development would not occur:
  - As proposed
  - Within the same/similar time period
  - With the same level of
    - Property value
    - Jobs
    - Amenities



# Other Qualifications

- Combination of increment value of existing TID(s) and proposed base value of new district(s) CANNOT exceed 12% of total Equalized Value
- At least 50% of land area in proposed TID is:
  - Blighted or in need of conservation/rehabilitation
  - Suitable and zoned for industrial use
  - Suitable for mixed-use development as determined by any combination of:
    - Industrial
    - Commercial
    - “Qualifying” Residential (limited to 35% of total area newly platted)
  - Property must represent contiguous area and cannot extend beyond corporate limits



# Maximum Life

- A district may remain open until the earliest of the following:
  - The district's maximum life is reached, which varies by type of district and when created
  - When total tax increments (revenues) collected are sufficient to pay all of the district's project obligations (expenses)
  - When the City/Village/Town passes a resolution to close the district, but no later than the anniversary date in the year of max life
- At closure:
  - Remaining funds (surplus) distributed proportionately to taxing jurisdictions (***shared benefit***); OR,
  - Any unreimbursed project costs become general liability of the municipality (***this risk not shared***)



# Maximum Life (without “Distressing”)

	TID Creation Date		
Type of District	Prior to Oct. 1, 1995	Oct. 1, 1995 - Sept. 30, 2004	Oct. 1, 2004 or Later
Blight Elimination	27 Years	27 Years (+4)*	27 Years (+3)*
Conservation or Rehabilitation	27 Years	27 Years (+4)*	27 Years (+3)*
Industrial	27 Years	23 Years	20 Years (+3)*
Mixed Use	NA	NA	20 Years (+3)*
Town	NA	NA	Exp. Period + 11 Years (16 Years Max.)
		Oct. 14, 1997 to Sept. 30, 2006	Oct. 1, 2006 or Later
Environmental Remediation	NA	23 Years	23 Years

\*District eligible to receive an extension to maximum life



# Expenditure Period

- Maximum time period TID can incur expenses or obligate revenues related to project plan
- Generally five to seven years shorter than maximum life
- After expenditure period ends, TID may continue to pay:
  - Debt service on existing obligations
  - Contractually-obligated expenses
  - Ongoing administrative expenses



# Eligible Project Costs (Sample)

- Public works & improvements
- Financing costs
- Real property assembly costs (land write-down)
- Professional service costs
- Admin/Organizational costs
- Contribution to Community Development Authority or Redevelopment Authority
- Relocation costs
- Pro-rated costs of utility infrastructure
- Cash grants (requires developer agreement)
- Environmental remediation
- Projects within ½ mile of district
- **All costs must directly relate to purpose of the TID, including ½ mile**





# Prohibited Project Costs

- Costs of constructing or expanding administrative, police, fire, community, recreational, library and school buildings
- Costs of constructing or expanding facilities if similar facilities are financed only with utility user fees
- General government expenses unrelated to the TIF district
- Costs associated with newly platted residential development (except in Mixed Use districts with “qualifying” residential)



# Procedure to Create a TID

1. Plan Commission/Jurisdiction prepares project plan
2. Convene Joint Review Board (5 members)
  - Each taxing body represented
  - One member of the public appointed
3. Public Hearing of Plan Commission
4. Governing Body approval (official “Creation Date”)
5. Joint Review Board approval
6. State approval (procedural and legal review)

***Note: variety of date/procedural/notice requirements at each step***



# Financing Projects

- Several options for financing projects with TIF:
  - Community “Fronts” Costs
    - Issue general obligation or revenue debt
    - Advances from other funds
  - Pay-as-you-go
    - Use TIF revenue stream and accumulated balances to pay expenses
  - Developer agrees to up-front costs, repaid from TIF revenues
- Each Option has its risks:
  - Municipality obligated in most cases to pay debt service even if TID revenue is insufficient
  - Advances from other funds may never be repaid
  - Developer-assumed risk comes at a cost
  - Properly constructed development agreements important





# **EHLERS**

LEADERS IN PUBLIC FINANCE

**Jon Cameron**  
**Municipal Advisor/Vice**  
**President**

262.796.6179

[jcameron@ehlers-inc.com](mailto:jcameron@ehlers-inc.com)





## COMMITTEE OF THE WHOLE

## ITEM NUMBER 9A

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**DATE:** June 5, 2018

**SUBJECT:** **MOTION 18-899** to consider approving a Certificate of Appropriateness in the Historic Preservation Overlay District for 572 N. Pine Street

**SUBMITTED BY:** Diahn Halbach, City Clerk

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### **BACKGROUND/HISTORY:**

At the May 24, 2018 Historical Preservation Committee meeting, the owner was awarded a Façade Grant for this project in the amount of \$4,225.00. The facade project will include painting of the front and rear façade. The applicant will power wash the windows where the paint is peeling.

- Picture 1) In the front on the lower level, underneath the windows are proposed to be painted Downing Sand, as well as the upper windows and frames to match the brick seen in picture 2.
- Picture 1) The trim above and below the lower roof is proposed to be Downing Slate in color. The beams around the windows and door, that are currently burgundy, would be painted Downing Slate. The trim around the windows and door, that are currently gold, is proposed to be painted Downing Stone.
- Picture 3) The upper façade and cornice is proposed to be painted Downing Slate, with the inner accent color of Downing Stone.
- The window trim in the back, will be white and the plywood is proposed to be Downing Sand to match the brick.

### **BUDGET/FISCAL IMPACT:**

The owner was awarded a Façade Grant for this project in the amount of \$4,225.00. All other costs associated with this project will be paid by the property owner. The owner will come back for approval to paint additional trim to the upper windows after a new estimate of the trim has been determined.

### **RECOMMENDATION:**

The Historic Preservation Commission (HPC) unanimously recommended approval of the Certificate of Appropriateness Application.

### **TIMING/IMPLEMENTATION:**

This item is for discussion at the June 5, 2018 Committee of the Whole meeting and per common practice is scheduled for final consideration at the Common Council meeting the same evening.

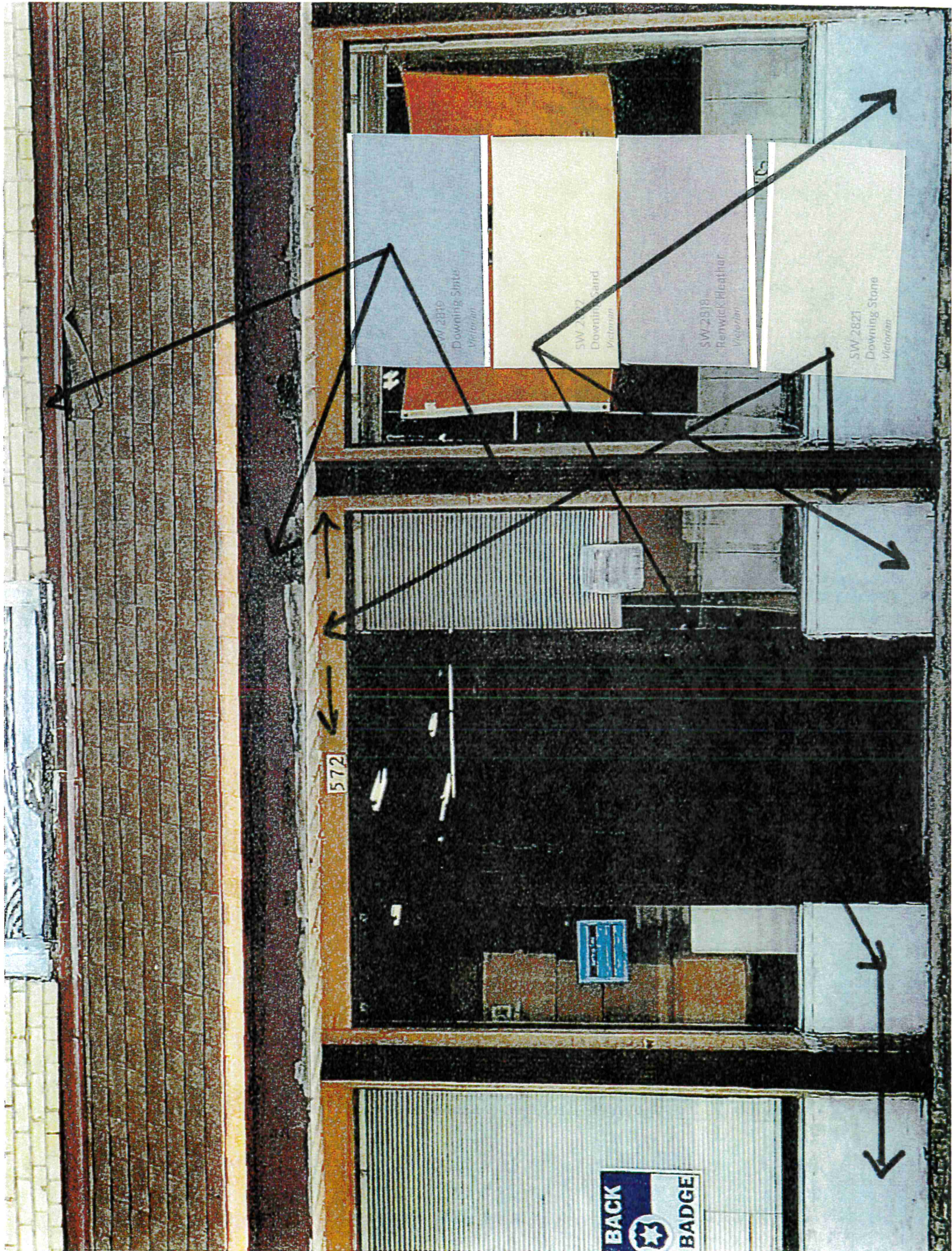
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### **Attachments**

572 N. Pine St. pics

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SW 2819  
Downing Slate  
Victorian

SW 2820  
Downing Sand  
Victorian

SW 2818  
Renwick Heather  
Victorian

SW 2821  
Downing Stone  
Victorian

572

BACK  
BADGE

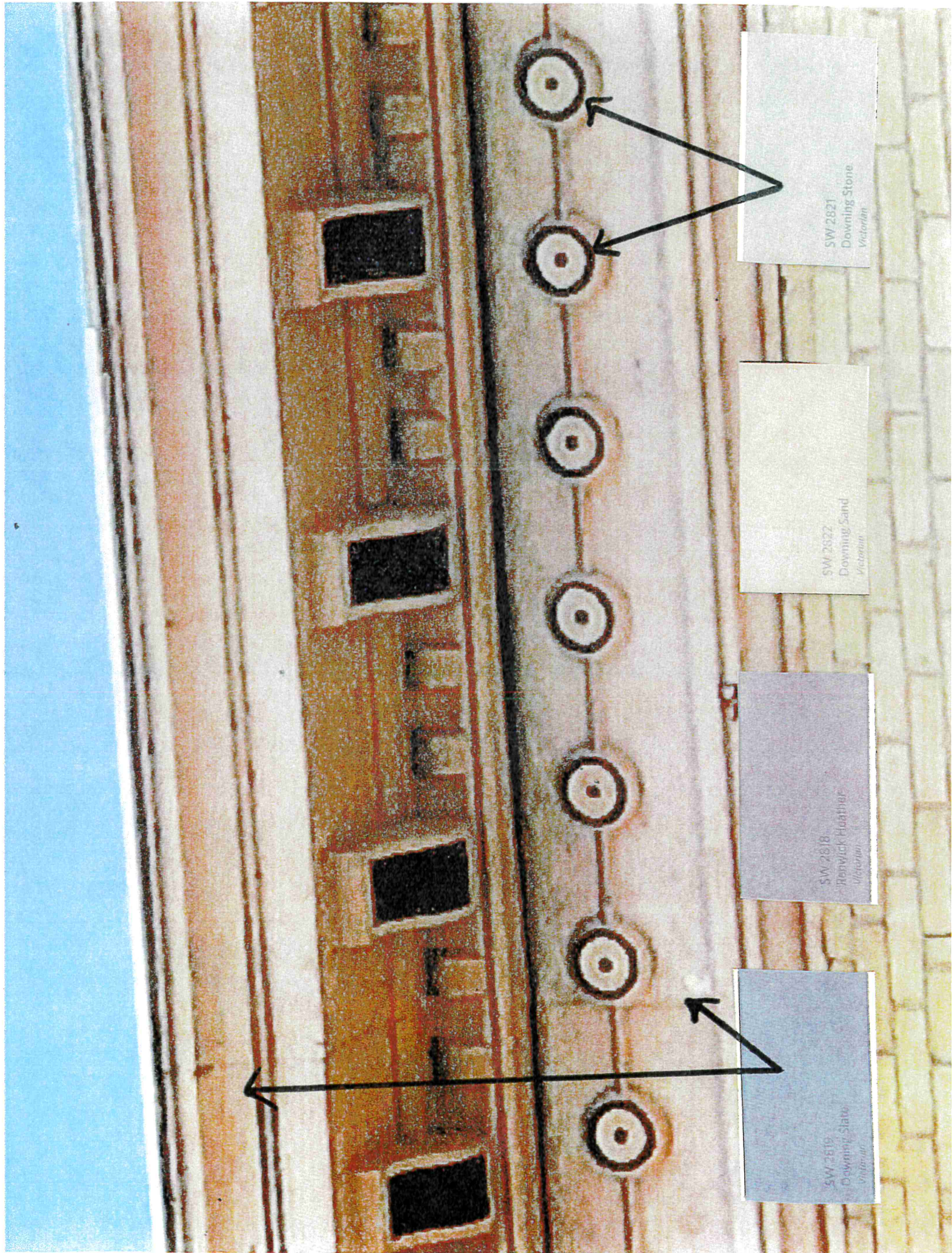




SW 282Z  
Downing Sand  
Victorian

SW 2819  
Downing Sand  
Victorian





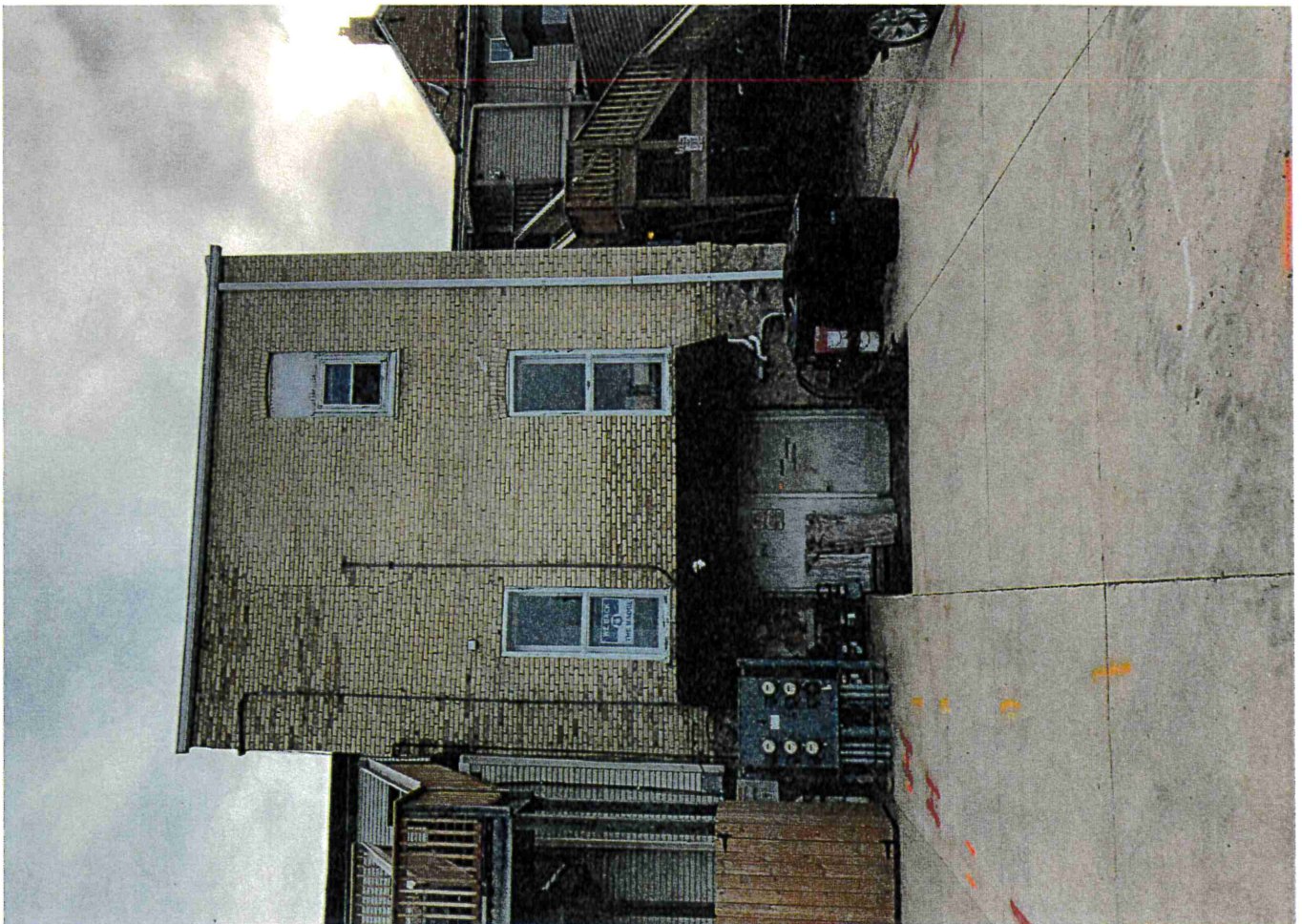
SW 2821  
Downing Stone  
Victorian

SW 2822  
Downing Sand  
Victorian

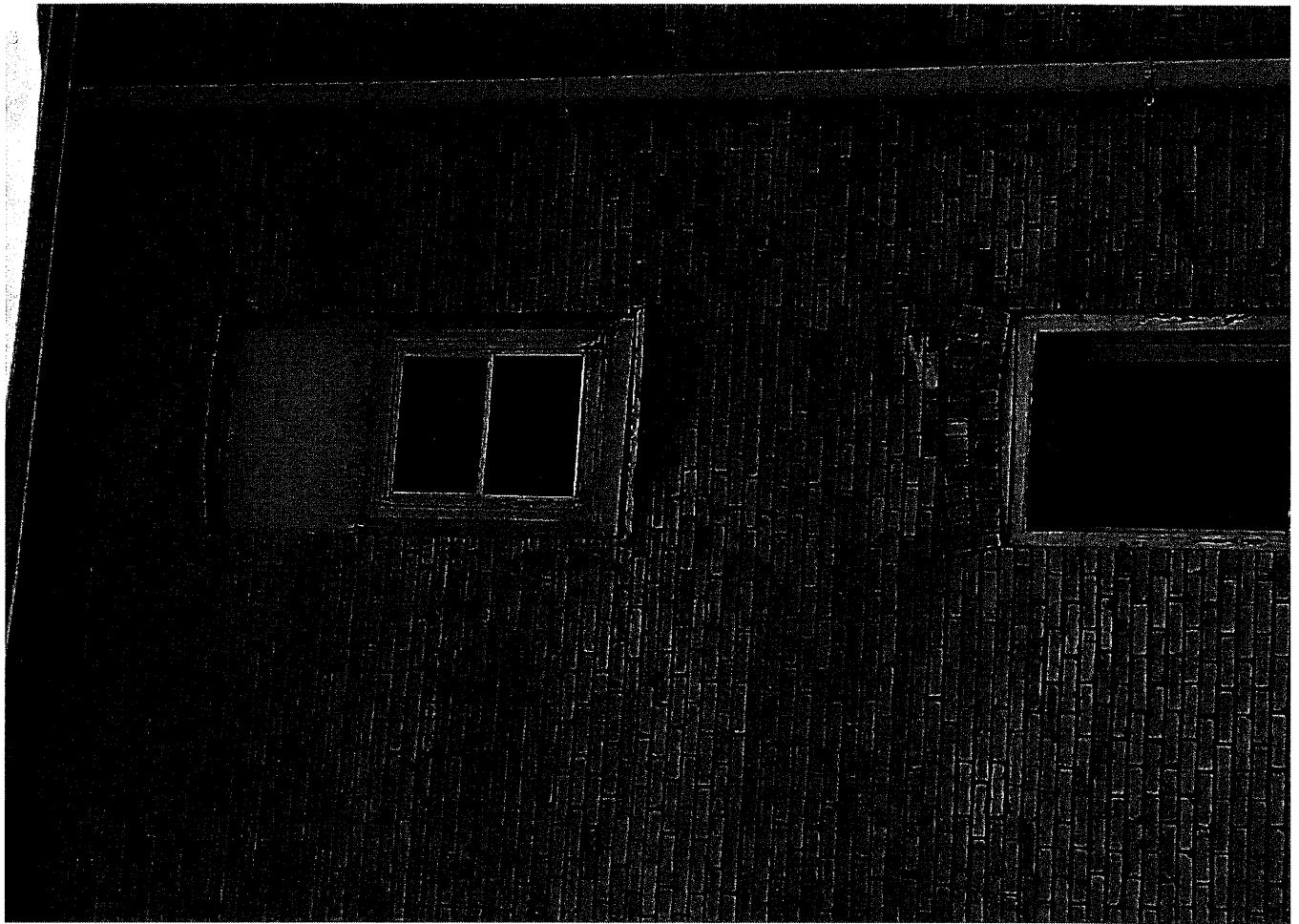
SW 2818  
Rendwick Heather  
Victorian

SW 2819  
Downing Sluice  
Victorian











## COMMITTEE OF THE WHOLE

## ITEM NUMBER 9B

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**DATE:** June 5, 2018

**SUBJECT:** MOTION 18-900 - to approve an Agreement with Wisconsin Central Ltd for improvements to Calumet Street and various rail road crossings.

**SUBMITTED BY:** Peter Riggs, Director of Public Works

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### **BACKGROUND/HISTORY:**

The Canadian National Rail Road/Wisconsin Central Ltd. approached the City in late December 2017 to inform staff of their intent to expand their existing siding within the City of Burlington. The project would extend the existing siding from just south of Robert Street to a point north of Adams. The siding extension will cause the existing Robert St. crossing to be blocked for excessive durations, cutting off access to public lands and utility infrastructure on Calumet St. The solution is to connect Calumet St. to Bridge St. thus eliminating the at-grade crossing need for Robert Street.

This project involves the closure of the Robert St. at-grade rail crossing, connection of Calumet St. to Bridge St. and relocation of utilities. Staff and our City Engineers, Kapur & Associates, have worked closely with CN and their engineers on the design of the project. The proposed design of the project improves public safety by eliminating an at-grade rail crossing, improves access to facilities on Calumet by providing access off of Bridge St, and protects our underground utilities by relocating them out of the project site. Information about this project has been communicated to the Council in the 1/19/18 and 3/6/18 weekly memos and staff from CN and Knight Engineering presented the project at the May 15, 2018 Committee of the Whole meeting.

Canadian National/Wisconsin Central Ltd. has worked with the City Attorney to craft an agreement necessary for the project to proceed. Canadian national has a strong desire to begin construction immediately in order to complete the project within the 2018 construction season. Approving the agreement will allow the project to proceed and secure the concessions offered to the City.

### **BUDGET/FISCAL IMPACT:**

The project will require staff time and involvement but shall not require any direct funding from the City of Burlington. The agreement states that Wisconsin Central will be responsible for all costs associated with the design, bidding, and construction of the project. Wisconsin Central will reimburse the City for costs related to inspections and involvement of the the City Engineers at Kapur and Associates. In addition, Wisconsin Central will provide funding for signal improvements at the Milwaukee Street and Pine Street rail crossing. Lastly, Wisconsin Central will provide \$7,500 for the closure of the Robert Street rail crossing which can later be matched by the Wisconsin Department of Transportation for an additional \$7,500 in funding.

### **RECOMMENDATION:**

Staff recommends the Council approve an agreement with the Canadian National Rail Road for improvements to Calumet Street and various rail road crossings in the City of Burlington.

### **TIMING/IMPLEMENTATION:**

This item is scheduled for discussion at the June 5, 2018 Committee of the Whole meeting and due to time constraints it is also scheduled for final consideration at the June 5, 2018 meeting of the City Council.

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### **Attachments**

RR Ext Agreement



## **WISCONSIN CENTRAL LTD. AND CITY OF BURLINGTON, WISCONSIN AGREEMENT REGARDING THE EXTENSION OF CALUMET STREET**

This Agreement Regarding the Extension of Calumet Street (“**Agreement**”) sets forth the agreement between Wisconsin Central Ltd., a Delaware corporation, (hereinafter “**Wisconsin Central**”) and the City of Burlington (“**City**”), a body corporate and politic under the laws of the state of Wisconsin, concerning the extension of Calumet St, modifications at Adams Street, subsequent permanent vacation of certain portions of Robert Street over Wisconsin Central right of way, and preemption improvements at Milwaukee Ave and North Pine Street (“**Project**”). As used in this Agreement, Wisconsin Central and the City are sometimes collectively referred to as the “Parties.” This Agreement shall be effective as of June 5, 2108 (“**Effective Date**”).

### **RECITALS**

WHEREAS, Calumet Street, Robert Street, Adams Street, Milwaukee Avenue and North Pine Street are open public thoroughfares currently located in the City of Burlington, County of Racine, State of Wisconsin; and

WHEREAS, Calumet Street currently ends in a cul de sac east of Bridge Street;

WHEREAS, Robert Street currently intersects Wisconsin Central’s railroad track with a single track public at-grade rail crossing identified further as DOT #689851C (“**Robert Street Crossing**”); and

WHEREAS, Adams Street intersects with Wisconsin Central’s railroad track with a single track public at-grade rail crossing identified further as DOT #689853R (“**Adams Street Crossing**”); and

WHEREAS, Wisconsin Central desires to extend the existing railroad siding track north through Robert Street and Adams Street, where train traffic will result in the existing Robert Street Crossing to be blocked occasionally due to train operations on the siding extension through the Robert Street Crossing; and

WHEREAS, Wisconsin Central and the City desire to extend Calumet Street (“**Extended Calumet Street**”) to maintain access for the portion of Robert Street that currently intersects with Wisconsin Central’s right-of-way, to be closed through the permanent vacation of the City’s road right-of-way from Wisconsin Central’s right-of-way; and

WHEREAS, Wisconsin Central desires to add a second track through Adams Street due to a proposed extension of the railroad siding. Wisconsin Central's trailing train signals will be installed south of the Adams Street Crossing to reduce trains under normal operating conditions from stopping for extended periods of time and blocking public access. Wisconsin Central will petition of the Wisconsin Office of the Commissioner of Railroads ("OCR") for the approval to add the additional track through the Adams Street Crossing and will make the necessary modifications to the roadway approaches, warning devices and medians to preserve the City's quiet zone status; and

WHEREAS, upon completion of the Project, the City has agreed to close and permanently vacate the Robert Street Crossing, and to accept payment of Seven Thousand Five Hundred and 00/100 dollars (\$7,500.00) from Wisconsin Central in consideration of closure and permanent vacation of said crossing (the "**Robert Street Crossing Closing Fee**"), that will allow the City to request matching funds from the Wisconsin Department of Transportation ("**WisDOT**"); and

WHEREAS, the Parties agree to improve the traffic signal pre-emption at the Milwaukee Avenue public at-grade crossing identified further as DOT# 689857T and North Pine Street intersection.

## **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Property Acquisition. The obligation of the Parties under this Agreement is contingent upon Wisconsin Central obtaining all necessary right-of-way, along with all necessary environmental permits and approvals for the construction of the Project, from current owners and the applicable regulatory agencies, under terms acceptable to Wisconsin Central. Subject to the limitations stated elsewhere herein, Wisconsin Central shall use commercially reasonable efforts to identify and acquire, at its own cost, all parcels of land required for the construction of the Project based on final design and plans approved by the Parties and depicted in final and complete Exhibit B. Right-of-way required for the Project shall be sufficient to allow for highway operations. The City will promptly provide to Wisconsin Central an itemization of local, county, or state requirements for any notification to landowners of proposed construction, public meetings or other public notification, right-of-way plat of survey certification requirements and parcel splits. Wisconsin Central, however, shall still be the sole party with the obligation to determine, and then comply with, all of the procedural obligations required under applicable law to acquire the needed lands.

2. Construction Design and Plans. The Project shall be constructed to the engineering standards of WisDOT's Facilities Development Manual (WisDOT FDM), which shall be reflected in the design and plans. A general depiction of the Project is attached hereto as

Exhibit A and incorporated herein by reference. The Parties acknowledge that Exhibit B shall be supplemented to include the final design plans upon approval by the Parties. The Parties further acknowledge that, upon such supplementation, the final design and plans shall constitute a final and complete Exhibit B, to be incorporated herein by reference once agreed as final.

3. Project Administration.

Wisconsin Central shall be responsible for securing bids, awarding the Project to a contractor, and managing all aspects of contract administration through completion of the Project with the City's assistance as set forth herein. Wisconsin Central shall also provide the City with Project status reports using standard WisDOT contract administration practices.

The City acknowledges and agrees that it shall inspect the Project in accordance with its usual and customary inspection and supervisory duties which include, but are not limited to: (1) a City Professional Engineer or his/her authorized designee inspecting the Project on a regular basis, expected to be at least once a week; (2) a City Professional Engineer or his/her authorized designee attending the regularly scheduled construction meetings; and (3) a City Professional Engineer or his/her authorized designee with expertise in road sanitary sewer and watermain construction will be on site to inspect the installation of said activities. (collectively, "**Inspection Services**"). The City acknowledges that, as part of the Inspection Services, it shall immediately notify Wisconsin Central if it believes that the Project does not comply with the final design plans, or if any construction process may lead to a violation of an environmental permit as further described in Paragraph 10 below. The City shall direct all such notifications as provided in the notice provisions contained herein. Wisconsin Central shall pay the City for the Inspection Services associated with this Project. The City shall be paid for documented labor and equipment expenses at the City's rates in effect at the time the expenses are incurred. The Parties acknowledge that the City's current rates are set forth in Exhibit C, attached hereto and incorporated herein by reference. If there are any changes to the rates, the new rates shall be reasonable and customary for this type of project. The City will bill Wisconsin Central for the services on a monthly basis. The Parties acknowledge and agree that these Inspection Services do not replace WisDOT-required inspection and documentation to be undertaken by Wisconsin Central through its third party Engineering Consulting firm, as more fully discussed below.

Wisconsin Central shall hire a third party Engineering Consulting firm licensed in the State of Wisconsin to monitor the construction of the Project. Said firm will provide Professional Engineers, engineers and inspectors as to provide Wisconsin Central and the City with at least the following:

- a. Verification of construction survey and staking;
- b. WisDOT-certified inspectors for all materials and processes necessary to inspect the project to the standards and specifications incorporated into the Final Design and Contract Change Orders;

c. Record keeping (daily diary), Project progress reports (weekly construction diary), records of pay items (IRA sheets) and other miscellaneous forms required by the Town;

d. Verification of proper preservation of any survey markers disturbed by the construction activities; and

e. Final as-built plans depicting final pay quantities and any construction items modified during the construction operation. The actual dollars spent by Wisconsin Central for all or any part of the Project will not be disclosed to the City.

Additionally, the Inspection Services provided by the City, as described above, shall not alter or modify the duty and obligation of Wisconsin Central to be solely responsible for (i) all aspects of the contract administration, as noted above, and (ii) determining and implementing the means and methods for the construction work for the Project, and (iii) determining and implementing all safety measures required under the law for the construction work for the Project.

4. Construction Standards and Costs. Wisconsin Central and the City acknowledge that the Project will be constructed to the standards set forth in the final approved and accepted design plans. Wisconsin Central acknowledges that it shall be responsible for and pay all costs associated with the construction of the Project in accordance with the final design plans as set forth in Exhibit B and include costs associated with any contract change orders specifically:

- a. All necessary track and crossing work for the rail siding extension,
- b. Median extension, asphalt paving, curb and gutter work at Adams Street,
- c. New Calumet Street extension, including utility relocations, to permanently close Robert Street

5. Vacation of Existing Roberts Street Intersection. The City shall permanently vacate the relevant portion of the existing Robert Street within Wisconsin Central's right-of-way without being required to provide alternate access as set forth in Wisconsin Statute 82.10(2). The portion of the existing Robert Street to be permanently vacated on Wisconsin Central's right-of-way is more precisely depicted on Exhibit D, attached hereto and incorporated herein by reference. In exchange for the voluntary closure and permanent vacation of Robert Street, Wisconsin Central will pay to the City a one-time incentive payment of \$7,500, which can also be matched by the WisDOT.

6. Signal Pre-Emption Improvement. Wisconsin Central agrees to reimburse the City on an actual cost basis, not to exceed \$50,000, for traffic signal pre-emption improvements at the Milwaukee Avenue/North Pine Street intersection. Wisconsin Central will provide all necessary railroad labor, flagging, material and equipment for its portion of the improvements required for the City's traffic signal pre-emption improvements at no cost.



7. Environmental Permits and Approvals. Wisconsin Central shall be responsible for preparing materials necessary to secure environmental permits and approvals, as well as petition the OCR for the alteration of the Adams Street Crossing, and the City agrees that it shall not make, support or approve, directly or indirectly, the filing of any objection to Wisconsin Central's proposed rail siding extension or the Project.

8. Acceptance of the Project. Upon completion of construction of the Project, certification of completion by Wisconsin Central's Engineering Consulting firm licensed in the State of Wisconsin, and acceptance as provided below by the City, Wisconsin Central shall provide to the City the design, plans, construction record drawings/as built, change orders, work orders, supplemental agreements and construction documents related to the Project. Upon (1) certification of completion by Wisconsin Central's Engineering Consulting firm, (2) the City's designation and platting of the Extended Calumet Street as a City street, and (3) the City's acceptance of the construction of the roadways, the City shall issue a letter accepting the Project and shall take possession for inclusion into the City's jurisdiction of the public streets and adjacent property associated therewith, as provided by the plans. Right-of-way for Extended Calumet Street will be conveyed by Quitclaim Deed or Assignment of Easement from Wisconsin Central to the City, or other document approved by the Parties (such as temporary construction easement on property owned by the City incorporated herein as Exhibit E, attached hereto and incorporated herein by reference). A draft Quitclaim Deed with typical reservations is attached hereto and incorporated herein as Exhibit F.

9. Closing of Public Crossing and Payment of Robert Street Crossing Closing Fee. Upon acceptance of the Extended Calumet Street, the City shall take all actions necessary to consummate the closing and permanent vacation of the Robert Street Crossing and within thirty (30) days of the completion of the closure and permanent vacation of the Robert Street Crossing, Wisconsin Central shall deliver the Robert Street Crossing Closing Fee to the City.

10. Choice of Law; Conflict of Law; Dispute Resolution. This Agreement shall be governed by the laws of the State of Wisconsin without regard to its conflict of law provisions. The Parties each irrevocably agree that any legal action or proceeding seeking the enforcement or interpretation of this Agreement shall be brought solely and exclusively in Racine County Circuit Court in Racine, Wisconsin. Each Party hereby irrevocably submits itself to the jurisdiction of any such courts, and waives any objection it may now or hereafter have to the placing of venue in any such courts and any right to remove any such action or proceeding to another court.

11. Termination. This Agreement may only be terminated as follows:

- a. At any time by mutual agreement of the Parties; or
- b. Wisconsin Central shall have the right to terminate this Agreement upon thirty (30) days written notice if, in its sole discretion, conditions necessary to fulfill its obligations under this Agreement are no longer viable. Such conditions include, but are not limited to: (i) failure to obtain sufficient right-of-way for the Project; (ii) failure to obtain

environmental permits for the construction of the Project from the necessary permitting governmental units; (iii) failure to secure financing for the construction of the Project; and (iv) failure of the City to approve the design and plans for the Project; or

c. By either party upon thirty (30) days' written notice in the event of default by the other party, provided however that such termination shall not be effective if the defaulting party cures such default by end of the thirty (30) day notice period. If, after undertaking reasonable efforts to cure such default, such default cannot be cured within the thirty (30) day notice period, the defaulting party shall give notice to the non-defaulting party within the thirty (30) day notice period and indicate a reasonable approximation of when such default shall be cured; however, in no event shall any period to cure a default exceed ninety (90) days from the date of first written notice by the non-defaulting party. For purposes of this provision, notices shall be sent to the following representatives:

For Wisconsin Central:

Arthur L. Spiros  
Senior Manager, Business Development  
17641 S. Ashland Avenue  
Homewood, Illinois 60430

Michael T. Novak  
General Counsel  
17641 S. Ashland Avenue  
Homewood, Illinois 60430

For the City:

John Bjelajac, Attorney  
601 Lake Ave  
Racine, Wisconsin 53403

In the event of termination of this Agreement by Wisconsin Central, Wisconsin Central shall pay the City for all amounts due for services performed by the City in connection with the Project through the date of the termination.

12. Term. This Agreement shall be effective upon the Effective Date and expire upon the last to occur of the following: (i) completion of construction of Project (ii) certification of completion by Wisconsin Central's Professional Engineer licensed in the State of Wisconsin; (iii) acceptance of the Project by the City; (iv) Wisconsin Central's termination of the WPDES permit; (v) transfer by Wisconsin Central and acceptance by the City of the Section 404 Permit; and (vi) vacation of Robert Street as depicted in Exhibits A and D. Notwithstanding the provisions of this Section, any obligation of defense, indemnity or holding harmless contained herein that vests prior to the Effective Date will survive expiration or termination of this Agreement.

13. Indemnification. The Parties hereby agree that they shall defend, indemnify and save harmless the other party and all of their employees, representatives and agents from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of their negligent or intentional acts or omissions in the execution or performance of the Project.

14. Workers' Compensation.

a. Any and all employees of the City while engaged in the performance of any work or service which the City is specifically required to perform under this Agreement, shall be considered employees of the City, and not Wisconsin Central, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Wisconsin on behalf of said employees while so engaged and any claims made by any third parties as a consequence of any act of said employees, shall be the sole obligation of the City.

b. Any and all employees of Wisconsin Central, while engaged in the performance of any work or service which Wisconsin Central is specifically required to perform under this Agreement, shall be considered employees of Wisconsin Central, and not the City, and that any and all claims that may be or might arise under the Federal Employers Liability Act on behalf of said employees while so engaged and any claims made by any third parties as a consequence of any act of said employees, shall be the sole obligation of Wisconsin Central.

15. Data Practices. The Parties acknowledge that by entering into this Agreement, government data within the meaning of the Wisconsin Government Data Practices Act [Wisconsin Public Records Law Stat. §§ 19.31-19.39] will be created and that this Agreement will not be confidential.

16. Recitals. The Recitals section of this Agreement are hereby incorporated into the terms of this Agreement as if fully stated herein.

WISCONSIN CENTRAL LTD.

CITY OF BURLINGTON

By: \_\_\_\_\_  
Arthur L. Spiros  
Senior Manager, Business Development  
& Real Estate – Southern Region

By: \_\_\_\_\_  
Jeannie Hefty, Mayor

ATTEST:

By: \_\_\_\_\_  
Diahn Halbach, City Clerk

Attachments:

- Ex. A: General Depiction of Project
- Ex. B: Design Plans of Project
- Ex. C: Billable Rates for Inspection Services (City to Provide)
- Ex. D: Crossing Closure Exhibits
- Ex. E: Temporary Construction Easement Example
- Ex. F: Quitclaim Deed Example



**COMMITTEE OF THE WHOLE**

**ITEM NUMBER 9C**

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**DATE:** June 5, 2018

**SUBJECT:** **MOTION 18-901** - to consider approving a Airport Hangar Lease with Bill Wagner and Jeff Milne for property located 1380 Mike Taxiway at the Burlington Municipal Airport.

**SUBMITTED BY:** Carina Walters, City Administrator

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**BACKGROUND/HISTORY:**

The Airport Committee met on April 26, 2018 and recommends the City enter into a not-to-exceed twenty-nine (29) year Airport Hangar Lease agreement from April 1, 2018 to May 31, 2047, with Bill Wagner and Jeff Milne for property located at 1380 Mike Taxiway.

The amount of the lease equals the sum of \$0.95 cents per square foot with a total of 2,500 square feet, for a total amount of \$237.50. prorated in the first year and last years of the Lease with the first-year payment of \$0 due at signing, and payable thereafter in advance of the 1st day of January of each and every consecutive year of the lease term commencing on January 1, 2019.

**BUDGET/FISCAL IMPACT:**

An annual payment of \$237.50 will be paid to the City each year by January 1st for lease of the hangar.

**RECOMMENDATION:**

Staff recommends approval of this Airport Hangar Lease with Bill Wagner and Jeff Milne.

**TIMING/IMPLEMENTATION:**

This item is scheduled for discussion at the June 5, 2018 Committee of the Whole meeting and as common practice, is schedule for this evening's Common Council meeting for final consideration.

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**Attachments**

Hangar Lease

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# AIRPORT LEASE

This lease Agreement, made and entered into this 1st day of April, 2018 by and between the City of Burlington, State of Wisconsin, a municipal corporation existing through and under the authority of the laws of the State of Wisconsin, hereinafter referred to as "Lessor", and Bill Wagner & Jeff Milne whose mailing address is 42609 Crawford Road, Antioch, ILL. 60002 hereinafter referred to as "Lessee"; the Lessor and Lessee for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, agree as follows:

## ARTICLE 1 PREMISES SUBJECT TO LEASE

The premises subject of this Lease are:

That part of the hangar area of the Burlington Municipal Airport delineated on the official map of the Burlington Municipal Airport maintained at the office of the City Clerk at City Hall and identified as 1380 Mike Taxiway. This Lease does not include use of City Water.

## ARTICLE 2 TERM

The term of this Lease shall be from April 1, 2018 to May 31, 2047 [not to exceed 29 years] both dates inclusive. This Lease shall be automatically renewed for successive ten-year periods thereafter upon mutually agreed-upon terms and approval of the renewal shall not be unreasonably withheld by the Lessor. This Lease is not transferable, See Article 5, Section G.

## ARTICLE 3 RENT

The Lessee shall pay to the Lessor as rent for the Leased Premises the sum of \$ 0.95 cents per square foot for the leased area, which contains a total of 2500 square feet, for a total amount of \$ 237.50, prorated in the first and last years of the Lease with the first-year payment of \$ 0 due at signing, and payable thereafter in advance of the 1st day of January of each and every consecutive year of the lease term commencing on January 1, 2019 subject to the provisions set forth in Article 5, Section A.

## ARTICLE 4

Lessee agrees that rent charged is based on intended:

XX Personal Use, defined as the use of the Leased Premises in a manner which does not meet the definition of Commercial Use; or

       Commercial Use, defined as the operation of an airport-related business, which is open to the public, on or in the Leased Premises.

Lessee may change the intended use to that of another type, to be effective the following January 1<sup>st</sup>, if Lessee petitions the Airport Committee in writing no later than December 10<sup>th</sup> and the Committee approves the change no later than its December meeting. See also Article 5, Section F.

## ARTICLE 5

### ADDITIONAL PROVISIONS

**A. RENTAL INCREASES.** The Lessor may adjust the rental charge rate in the year 2010 and every five years thereafter, as determined by the Airport Committee in the same proportion as the cumulative change in the Consumer Price Index for all urban customers (CPI-U) over the same time period. In the event of a rate change, Lessor shall give Lessee sixty (60) days advance notice.

**B. IMPROVEMENTS.** Lessee agrees to erect on the Leased Premises a hangar, if not already constructed, and shall comply with all ordinances, building codes, and zoning restrictions for said airport, and the rules, regulations, and orders of the Airport Committee relative thereto.

**C. USE OF FACILITIES.** Lessee shall have the right to the non-exclusive use in common with others of the airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to approval of the Airport Committee, all equipment necessary for the safe hangaring of the Lessee's planes, specifically excluding any aviation gasoline or fuel; the right of ingress to or egress from the demised premises, which shall extend to Lessee's employees, guests and patrons; the right, in common with others so to do, to use common areas of the airport including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft of Lessee. Lessee shall not store any equipment or other material outside of its hangar without the written consent of the Airport Committee.

**D. COMPLIANCE WITH LAWS.** Lessee agrees to observe and obey during the term of this Lease all laws and ordinances, and the rules and regulations promulgated and enforced by the Airport Committee of the City of Burlington, and other proper authority having jurisdiction over the conduct of the operations of the airport including city, county, state and federal agencies or departments.

**E. INDEMNIFICATION.** Lessee agrees to indemnify and hold the Airport Committee and the City of Burlington free and harmless from loss from each and every claim and demand, of whatever nature, made on the behalf of or by any person or persons for any act or omission on the part of the Lessee, or Lessee's agents, employees, guests and patrons and from all loss or damage by reason of such acts or omissions.

**F. SUBLEASE-RENTAL OF PREMISES.** Lessee may sublet portions of the hangar constructed on the Leased Premises for the same purposes as stated in this Lease, subject to this policy of the Airport Committee relative to rental rates: It is agreed and understood by Lessee that the rate agreed to in this Lease is for (choose one) XX personal use \_\_\_\_\_ commercial use. Under this agreement it is understood by the parties that if property is sublet, the appropriate rate will be applied to this Lease from the following January 1. In the event that Lessee fails to disclose a sublease, he agrees to pay the City the amount of the increased rental for the period of any failure to so disclose.

In the event Lessee does enter into a sublease, Lessee shall require any subtenant to abide with all of the conditions of this lease agreement including the requirement that the subtenant shall hold the Airport Committee and the City of Burlington free and harmless from any loss for each and every claim or demand, of whatever nature, made by the subtenant against the Lessee herein or on behalf of or by any other person or persons for any act or omission on the part of

the Lessee or subtenant or their agents or employees, or for any loss or damage by reason of such acts or omissions by the Lessee or its subtenant.

**G. OWNERSHIP OF IMPROVEMENTS.** Lessee shall retain title to all building or buildings constructed on said premises and such title shall be transferable subject to the Common Council's approval of a new Lease by and between the City of Burlington and the proposed transferee.

**H. MAINTENANCE.** Lessee shall maintain the structure(s) it occupies and the surrounding land and premises in good order and shall make such repairs as are necessary. In the event of fire or any other casualty, the owner of any such structure so affected shall either repair or replace the building and restore the leased land to its original condition or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. In the event that Lessee determines not to rebuild and in fact restores the Leased area to its original condition, this Lease may be terminated pursuant to Article 5, Section U(3).

In the event Lessee fails to comply with this provision, Lessor may, after thirty (30) days notice to the Lessee, enter onto the premises for the purpose of completing said maintenance, making such repairs as are necessary, or restoring the leased land to its original condition. In the event Lessor does so, Lessor shall charge the Lessee the cost of any such maintenance or repairs. If Lessee refuses to pay any such charge within thirty (30) days, Lessor shall have the right to terminate this lease. See Article 5, Section U. In the event the Lessor removes Lessee's hangar under this section, Lessor shall proceed to enforce its lien rights pursuant to Article 5, Section U.

**I. ACCESS FOR INSPECTION.** Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.

**J. FIRE AND POLICE PROTECTION.** Lessor agrees to extend to Lessee the same fire and police protection extended to the other tenants of facilities in the airport. Lessee shall arrange for annual inspection of the hangar sites and buildings by the local fire inspector, or at such other frequency as required by state statute.

**K. TAXES.** Lessee shall pay all taxes or assessments that are levied against personal property of the Lessee and/or the buildings which are erected on lands leased exclusively to Lessee. In the event that said personal property taxes are not paid 30 days after becoming due, Lessee shall be considered in default of this Lease. See Article 5, Section M.

**L. ADVERTISING.** Lessee agrees that no sign or advertising matter may be erected without the written consent of the Lessor.

**M. DEFAULT.** If Lessee fails to pay rent when due, or commits waste or breaches any other covenant or condition of this Lease, Lessor shall give Lessee notice to pay the rent, repair the waste or comply with the Lease on or before a date at least 30 days after the giving of the notice, and that failure to comply will result in the termination of the tenancy. If the tenancy is so terminated, Lessor shall proceed under Article 5, Section U.

**N. FUTURE DEVELOPMENT.** Lessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee and without interference or hindrance from Lessee. The Lessor reserves the right, but



shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport; together with the right to direct and control all activities of the Lessee in this regard.

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the airport against construction, together with the right to prevent the Lessee from erecting, or permit to be erected, any building or other structure on the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

**O. RESTRICTIONS.** Lessor will not exercise or grant any right or privilege which would operate to prevent the Lessee from performing any services on its aircraft with its own employees that it may choose to perform. These services shall include, but are not limited to, maintenance and repair. Lessee may not provide any type of maintenance or service to aircraft not owned by Lessee upon said Leased Premises .

**P. PREEMPTION OF LEASE.** During the time of war or national emergency, Lessor shall have the right to lease the landing area, or any part thereof, to the United States Government for military or naval use; and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.

All leases shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

**Q. NON-DISCRIMINATION.** The Lessee, for himself or successors in interest and assigns, as a part of the consideration hereof, does hereby covenants and agree that: (1) no person, on the grounds of race, color, religion, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise subject to discrimination in the use of the leased facilities of the City of Burlington Municipal Airport; (2) in the construction and maintenance of any improvements on, over, or under such land and the furnishing of services thereon or therein, no person on the grounds of race, color, religion or national origin shall be excluded from participation in, denied the benefits of, or otherwise subject to discrimination; (3) the Lessee shall use the premises in compliance, as applicable, with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-Title A, Office of the Secretary, Part 2I, Non-Discrimination, in federally assisted programs of Title VI of the Civil Rights Act of 1964, and as said regulation may be amended.

**R. HAZARDOUS SUBSTANCE INDEMNIFICATION.** Lessee represents and warrants that its use of the Premises herein will not generate any Hazardous Substance, and it will not store or dispose on the Premises nor transport to or over the Premises any Hazardous Material or Substance in violation of any applicable federal, state, or local law, regulation or rule then presently in effect. Lessee further agrees to hold the City of Burlington harmless from and indemnify the City of Burlington against any release of such Hazardous Substance and any damage, loss, or expense or liability resulting from such release, including all attorney's fees, costs and penalties incurred as a result thereof which was caused by Lessee or any of its employees or agents. "Hazardous Substance" shall be interpreted broadly to mean any substance or material defined as a radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated

in the future, as such laws, regulations or rules may be amended from time to time, and it shall be interpreted to include, but shall not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

The City of Burlington represents and warrants that it has no knowledge of any Hazardous Substance existing on the Owned Premises in violation of any applicable federal, state or local law, regulation or rule. The City of Burlington further agrees to hold Lessee harmless from and indemnify Lessee against any damage, loss, or expense or liability resulting from the existence on the Owned Premises of any such Hazardous Substance, including all attorneys' fees, costs and penalties incurred as a result thereof, unless caused by Lessee, any other Lessee, or any of their employees, agents, guests or patrons.

**S. INSURANCE.** The Lessee agrees that it will deposit with the Lessor a policy of comprehensive liability insurance. The policy shall be issued by a company licensed to do business in Wisconsin and shall insure the Lessee against loss from liability to the amount of \$1,000,000 for each occurrence and in the amount of \$2,000,000 aggregate, which shall name the Lessor as an additional insured. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the Lease unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.

**T. SNOW REMOVAL POLICY.** The Lessor's and the Lessee's responsibilities for snow removal are defined under the City of Burlington's Snow Removal Policy. This Policy was adopted by a resolution of the Burlington Common Council. This policy may be amended or updated at any time without notification. Each party agrees to abide by the then - current terms of said Policy.

**U. TERMINATION.** (1) By Default. In the event that Lessee defaults under Article 5, Sections H., M., or S., or by other operation of law, the tenancy shall be terminated, Lessor shall have the right to re-enter or repossess the leased property, either by force, summary proceedings, surrender, or otherwise, and dispossess and remove there from Lessee, and its effects, without being liable to any prosecution therefore, and Lessee shall surrender possession of the premises, and Lessee hereby expressly waives the service of notice of intention to re-enter or of instituting legal proceedings to that end.

(2) By Expiration. In the event that this Lease is terminated pursuant to Article 2 hereof, Lessee shall either: a. Sell its hangar to a third party, and the buyer thereof shall enter into a new Lease with the City of Burlington, which sale and transfer shall not be effective until and unless approved by the Common Council; or b. By or before the last date of the term of the Lease, remove its hangar and all equipment and restore the premises to the condition it was in prior to the construction of the hangar.

(3) By Mutual Consent. This Lease may be terminated by the mutual consent of the parties, upon the entry into a new Lease or such other terms and conditions agreed to as evidenced by the signatures of the parties hereto.

(4) Lien Rights. Lessor shall, in any event, have liens on Lessee's hangar and other personality, including Lessee's aircraft, pursuant to Wis. Stat. §§ 704.05(5) and 779.43(3), and shall enforce such liens as provided by law, but shall have, in addition to those rights provided by Wis. Stat. § 704.05(5)(a) 1. and 2., the right to demand payment of past due rent and/or other charges due from Lessee under the terms of this Lease for release of the lien, or apply the

proceeds of sale to past due rent and/or other charges due from Lessee under the terms of the Lease.

V. GENERAL PROVISIONS. The following provisions shall apply to this Agreement:

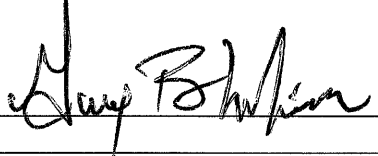
- (1) Rights and liabilities of the parties shall bind and inure to the benefit of their personal representatives, heirs, successors and assigns.
- (2) This agreement constitutes the entire agreement pertaining to the subject matter and supersedes all prior and contemporaneous agreements of the parties in connection therewith.
- (3) In construing this Lease, feminine or neuter pronouns may be substituted for those masculine in form and vice versa and plural terms may be substituted for singular and singular for plural in any place in which the context so requires.
- (4) The captions contained in this Agreement are for reference only and do not form part of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals they day and year first herein written.

Approved by the Airport Committee on: 4/26/18

AIRPORT MANAGER:

LESSEE:

  
\_\_\_\_\_  
Signature

Gary B. Meisner  
Print (or type) name

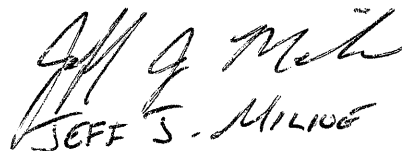
Approved by Common Council on: \_\_\_\_\_

CITY OF BURLINGTON

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

William H. Wagner  
Print (or type) name

  
\_\_\_\_\_  
Signature

Co-Owner  
Title